

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

KEITH HOOFNAGLE,

Plaintiff,

v.

SAFEWAY, INC., a Delaware corporation
doing business in Washington State,

Defendant.

NO.

**COMPLAINT FOR PERSONAL
INJURIES AND DAMAGES**

JURY DEMAND

COMES NOW the above-named Plaintiff, by and through his attorneys of record,
Ronald J. Park and David P. Roosa of FRIEDMAN | RUBIN PLLP, and alleges as follows:

PARTIES

1. Plaintiff Keith Hoofnagle is a Washington State resident.
2. At all times material hereto, Plaintiff Keith Hoofnagle was a single person residing in Kitsap County, Washington.
3. Defendant Safeway, Inc., is a Delaware corporation with its principal place of business in California. Defendant is duly licensed and does business in the state of Washington, including in Kitsap County.

1 4. At all times material hereto, Defendant owned and operated a retail grocery
2 store at 900 North Callow Avenue, Bremerton, Washington 98312 under the name,
3 “Safeway.” Upon information and belief, this Safeway store is known as Store 1467.

4 **JURISDICTION AND VENUE**

5 5. The amount in controversy exceeds \$75,000, exclusive of interest and costs.

6 6. Plaintiff is a citizen of Washington State.

7 7. Based on Defendant’s state of incorporation and principal place of business,
8 Defendant is a citizen of Delaware and California.

9 8. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 (Diversity of
10 Citizenship).

11 9. Venue is proper under 28 U.S.C. § 1391 because a substantial part of the
12 events or omissions giving rise to the claim occurred in this judicial district.

13 **FACTUAL BACKGROUND**

14 10. On January 3, 2021, Plaintiff was inside Defendant’s store located at 900
15 North Callow Avenue in Bremerton, Washington 98312.

16 11. At this particular time and place, Defendant had stacked boxes in the space
17 between two checkout aisles creating a “wall” between them.

18 12. Defendant left a gap in this “wall” of boxes that was the width of an ordinary
19 doorway. Plaintiff estimates that the width of this gap measured about 36 inches.

20 13. When Defendant set up this “wall” of boxes, Defendant left plastic strapping
21 from one or more of the boxes on the ground in the gap between the boxes.
22
23

1 22. Defendant breached its duty of care to Plaintiff by failing to maintain its
2 premises in a safe condition, including by failing to inspect its premises for unsafe or
3 dangerous conditions and by failing to remove or warn of the plastic strapping that caused
4 Plaintiff to fall, which Defendant knew or should have known about and which posed a
5 foreseeable danger to the safety of Plaintiff and others.

6 23. Defendant had actual or constructive knowledge of the dangerous condition
7 and failed to remove or warn of the danger.

8 24. Defendant's breach of its duty of care to Plaintiff directly and proximately
9 caused Plaintiff personal injury.
10

11 **DAMAGES**

12 25. As a direct and proximate result of Defendant's negligence, Plaintiff suffered
13 a broken hip and other injuries. Plaintiff also experienced, and continues to experience,
14 mental and physical pain and suffering as a result of his physical injuries and the adverse
15 impact those injuries have had on his quality and enjoyment of life.

16 26. Although Plaintiff has received, and continues to receive, medical treatment
17 for his injuries, those injuries, along with the accompanying pain, discomfort, and
18 limitations to Plaintiff's movement, will continue for an indefinite time into the future.

19 27. Plaintiff has incurred and will likely continue to incur medical expenses and
20 other expenses as a result of his injuries.
21

22 28. The exact amount of damages will be proven at the time of trial.
23

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. Judgment against Defendant in an amount that will fairly compensate Plaintiff for all damages sustained in an amount to be proven at the time of trial;
2. Medical expenses Plaintiff incurred as a result of Defendant's negligence in an amount to be proven at the time of trial;
3. Compensatory damages for the injuries Defendant caused Plaintiff by its negligence, including pain and suffering, both mental and physical, and Plaintiff's loss of quality and enjoyment of life in an amount to be proven at the time of trial;
4. Other expenses Plaintiff incurred as a result of Defendant's negligence in an amount to be proven at the time of trial;
5. Plaintiff's reasonable attorney's fees, costs, and disbursements incurred in bringing this action that are allowed by rule or statute;
6. Any prejudgment interest permitted under the law, calculated at the maximum allowable amount;
7. Post-judgment interest, at the highest rate allowed by law, on the outstanding amount of the judgment from the date of the judgment and continuing until the judgment is paid in full;
8. Such other and further relief the Court deems just and equitable.

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1 **PLAINTIFF REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**

2 DATED this 8th of April, 2021.

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